

1 Clifford A. Chanler (Bar No. 135534)  
2 Laurence D. Haveson (Bar No. 152631)  
3 Josh Voorhees (Bar No. 241436)  
4 Troy C. Bailey (*Pro Hac Vice*)  
5 THE CHANLER GROUP  
6 2560 Ninth Street  
7 Parker Plaza, Suite 214  
8 Berkeley, CA 94710-2565  
9 Telephone: (510) 848-8880  
10 Facsimile (510) 848-8118

11 Attorneys for Plaintiffs  
12 ANTHONY E. HELD, Ph.D., P.E. and  
13 JOHN MOORE

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED JURISDICTION

ANTHONY E. HELD, Ph.D., P.E.,

Plaintiff,

v.

ALDO U.S., INC., ALDO GROUP, INC, *et al.*,

Defendants.

JOHN MOORE,

Plaintiff,

v.

KATE SPADE, LLC, *et al.*,

Defendants.

Case Nos. CGC-10-497729 and CGC-10-498981 (Consolidated Herein)

STIPULATION FOR ENTRY OF JUDGMENT

1           1.       The following constitutes the knowing and voluntary election and stipulation of  
2 the entity named below (“Company” or “Opt-In Settling Defendant”) to join as a Settling  
3 Defendant under the Consent Judgment previously entered by the Court in the above-captioned  
4 actions, *Held v. Aldo U.S., Inc. and Aldo Group, Inc., et al.*, San Francisco Superior Court Case  
5 No. CGC-10-497729 and *Moore v. Kate Spade, LLC., et al.*, San Francisco Superior Court  
6 Case No. CGC-10-498981, consolidated therein, (the “Action”) and to be bound by the terms  
7 of that Consent Judgment.

8           2.       At any time during the three-year period prior to the filing of this Stipulation  
9 (“Relevant Period”), the Company has employed ten or more part-time or full-time persons and  
10 has manufactured, imported, distributed, or offered for use or sale in California one or more  
11 items in each of the following selected categories of Fashion Accessories as defined in the  
12 Consent Judgment (section 2.5) and that are Covered Products as defined in the Consent  
13 Judgment (section 2.2) (check all that apply):

- 14            Wallets and other coin or bill holders
- 15            Handbags, purses, clutches and totes
- 16            Belts
- 17            Footwear
- 18            Apparel, including gloves and headwear (and excluding sauna suits)
- 19            Jewelry
- 20            Key holders, keychains, and key caps
- 21            Luggage tags and ID cases
- 22            Bag charms and zipper pulls
- 23            Eyeglass cases
- 24            Coverings/cases for mobile electronic devices (e.g., for telephones, cameras,  
25           MP3 players, CDs/DVDs, and laptops)
- 26            Coverings for journal/address books
- 27            Cosmetic cases/bags
- 28            Toiletry cases/bags

1           3.       The terms of the Consent Judgment apply to the Opt-In Settling Defendant only  
2 as to those categories of Fashion Accessories selected above, which are also Covered Products.

3           4.       One or more items within each selected category of Fashion Accessories  
4 contained, during the Relevant Period, Accessible Components as defined in the Consent  
5 Judgment (section 2.1) containing DEHP.

6           5.       The Company has not provided compliant Proposition 65 warnings in  
7 conjunction with the sale or use of all such Covered Products in California during the Relevant  
8 Period.

9           6.       The Opt-In Settling Defendant has not performed a risk or exposure assessment  
10 establishing that the Covered Products it offered for sale in California during the Relevant  
11 Period did not require Proposition 65 warnings with respect to DEHP.

12           7.       In conjunction with the execution of this Stipulation, the Company has provided  
13 the payments required of it under the Consent Judgment and shall make all future payments  
14 that may apply to the Company. The Company shall be bound by the injunctive relief  
15 provisions set forth in the Consent Judgment as it relates to the Covered Products.

16           8.       At least 65 days prior to the submission of this Stipulation to the Court for  
17 entry, Anthony E. Held, Ph.D., P.E. ("Dr. Held") shall serve a 60-day notice letter alleging  
18 certain violations of Proposition 65 with respect to sales of the Covered Products and, provided  
19 it has been mailed to the Company at the address shown in Exhibit B, the Company agrees to  
20 be deemed to have accepted service of the 60-day notice letter.

21           9.       The Company hereby stipulates to be deemed to have voluntarily accepted  
22 service of the summons and complaint in this Action upon the filing of this Stipulation and  
23 agrees to be subject to the jurisdiction of the Court for purposes of the Consent Judgment.

24           10.      Future notices concerning this Stipulation and the Consent Judgment shall be  
25 provided to the Company through its designated contact as shown in Exhibit B of the Consent  
26 Judgment. If the Company desires to change the individual and/or address designated to  
27 receive notice on its behalf, the Company shall provide written notice to plaintiffs' counsel via  
28 certified mail, return receipt requested or overnight courier at the address listed in Section 7.1


1 and to Settling Defendants' designated contacts via email at the email addresses shown on  
2 Exhibit B of the Consent Judgment.

3 11. The undersigned have read, and the person and/or entity named below  
4 knowingly and voluntarily agree to be bound by, all terms and conditions of this Stipulation  
5 and the Consent Judgment as previously approved and entered by the San Francisco County  
6 Superior Court in this Action.

7 12. The undersigned has full authority to make the written representations above  
8 and to enter into this Stipulation for the person/entity on behalf of which he/she is signing.

9  
10 **IT IS HEREBY STIPULATED AND AGREED TO:**

11  
12 By:   
13 (signature)

14 By:   
15 On Behalf of Plaintiffs,  
16 Anthony E. Held, Ph.D., P.E. and  
17 John Moore

18 Michael Ohlstein  
19 Name (printed/typed)

20 Vice President  
21 Title (printed/typed)

22 On Behalf of:

23 Bowe Industries Inc D/B/A Changes Inc  
24 (Insert Company Name)

25 Opt-In Settling Defendant

26 Dated: Jan 28, 2011

27 Dated: 2/3/11

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Exhibit A

**Name of Settling Defendant** (and relevant associated entities under common ownership):

Bowe Industries, Inc. \_\_\_\_\_  
\_\_\_\_\_  
Bowe Industries, Inc. d/b/a Changes \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Fashion Accessories Categories Applicable to above.** Select all categories for which a Proposition 65 notice for DEHP has previously been issued by plaintiffs, as well as the additional categories selected in the Opt-In Stipulation.

- Wallets and other coin or bill holders
- Handbags, purses, clutches and totes
- Belts
- Footwear
- Apparel, including gloves and headwear (and excluding sauna suits)
- Jewelry
- Key holders, keychains, and key caps
- Luggage tags and ID cases
- Bag charms and zipper pulls
- Eyeglass cases
- Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops)
- Coverings for journal/address books
- Cosmetic cases/bags
- Toiletry cases/bags

**Exhibit B**

Person(s) to receive Notices Pursuant to Section 7.1

Kenneth Kirschenbaum  
Partner  
Kirschenbaum & Kirschenbaum, P.C.  
200 Garden City Plaza, Suite 500  
Garden City, NY 11530  
[KenEsq050@aol.com](mailto:KenEsq050@aol.com)

Daniel Barasch  
President  
Bowe Industries, Inc.  
8836 77<sup>th</sup> Avenue  
Glendale, NY 11385  
[dbarasch@changesonline.com](mailto:dbarasch@changesonline.com)